

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**SIXTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING**

**This Sixth Amendment to Memorandum of Understanding (“Fifth Amendment”)**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between **WAKE COUNTY**, a public body politic and corporate of the State of North Carolina, hereinafter referred to as "**the County**" and the **TOWN OF MORRISVILLE**, a Municipality of the State of North Carolina, hereinafter referred to as "**the Town**," the County and the Town being jointly referred to herein as "**the Parties**".

**RECITALS:**

**WHEREAS**, the County and the Town entered into a **MEMORANDUM OF UNDERSTANDING (“the MOU”)** dated October 25, 2017, to set forth the understanding and mutual agreement of the Parties as it related to the conditions required to occur to proceed with a Joint Master Plan to investigate the feasibility of the County constructing a new Solid Waste Management Facility and the Town constructing a new Public Works Facility ("**Joint Master Plan**") on a 13.71-acre property owned by the Town, located at 414 Aviation Parkway in Morrisville, North Carolina and identified with PIN 0755462762 ("**Morrisville Property**"); and

**WHEREAS**, the Parties executed a First Amendment to the MOU dated October 8, 2019 ("**First Amendment to MOU**") for the purpose of extending the term of the MOU and increasing the scope of design development and funding to include an expanded schematic design for Convenience Center #3 including multi-material and hazardous household waste facilities, the Town of Morrisville Public Works site, and options for additional access to Cedar Fork District Park and appropriating additional funding; and

**WHEREAS**, the Parties executed a Second Amendment to the MOU dated April 28, 2021 ("**Second Amendment**") for the purposes of extending the term of the MOU, increasing the scope of design and cost estimate based on the Concept Layout ("**Schematic Design Project Plus**"), and confirming the funding contributions required of each party; and

**WHEREAS**, the Parties executed a Third Amendment to the MOU dated February 9, 2024 ("**Third Amendment**") for the purposes of extending the term of the MOU and increasing the scope of design and include Construction Manager at Risk Preconstruction Services based on the Schematic Design Plus; and

**WHEREAS**, the Parties executed a Fourth Amendment to the MOU dated November 20, 2024 ("**Fourth Amendment**") for the purposes of increasing the scope of design to include Additional Design Services for the Road Improvements at Aviation Parkway, based on the recommendations established on the approved Traffic Impact Analysis; and

**WHEREAS**, the Parties executed a Fifth Amendment to the MOU dated September 16, 2025 (“**Fifth Amendment**”) for the purpose of abandoning the Joint Master Plan, while continuing to allow the County to proceed with its design and construction of a new Solid Waste Management facility to be located on a portion of the Morrisville Property (hereafter referred to as “**West Wake Solid Waste Facility Project**” or “**Project**”); and

**WHEREAS**, the Parties now desire to amend and supplement the terms of the MOU by entering this **Sixth Amendment to the MOU** to relieve the Town of their financial obligations and to return the unused funds collected from the Town for the design of the Joint Master Plan, as described on the MOU and previous Amendments to the MOU, and

**WHEREAS**, the Memorandum of Understanding dated October 25, 2017, the First Amendment dated October 8, 2019, the Second Amendment dated April 28, 2021, the Third Amendment dated February 9, 2024, the Fourth Amendment dated November 20, 2024, the Fifth Amendment dated September 16, 2025, and this Sixth Amendment are collectively referred to herein as “the MOU”.

**NOW THEREFORE**, in consideration of the promises and mutual understandings, the Parties hereby agree to the following terms and conditions:

**1. PURPOSE AND SCOPE**

The County, in accordance with the conditions of the MOU, collected, from the Town, a total fee of \$1,209,788.05 for the Joint Master Plan. The County paid on behalf of the Town a total of \$1,134,340.42 for the Town’s portion of the Joint Master Plan.

The County will not collect any additional funds from the Town for the Joint Master Plan and will return to the Town the unused balance of **Seventy-Five Thousand, Four Hundred Forty-Seven Dollars and Sixty-Three Cents, (\$75,447.63)**.

**2. CONTEMPLATED SEQUENCE OF EVENTS**

- A. Morrisville Town Council authorizes the Town Manager to enter into this Sixth Amendment.
- B. The Wake County Board of Commissioners authorizes the County Manager to enter into this Sixth Amendment.
- C. Following execution of the Sixth Amendment, the Town shall invoice the County for the unused balance of \$75,447.63.
- D. Upon receipt of the Town’s invoice, the County shall make the payment to the Town.

**IN TESTIMONY WHEREOF, WAKE COUNTY AND THE TOWN OF MORRISVILLE** through their authorized officers and by their own hands have hereunto set forth their hands and seals of the day and year first above written.

**WAKE COUNTY**

By: \_\_\_\_\_

Title: County Manager or designee

Date: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
COUNTY FINANCE DIRECTOR

**TOWN OF MORRISVILLE**

By: \_\_\_\_\_

Title: Town Manager

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget, Town Finance Director and Fiscal Control Act.

\_\_\_\_\_  
TOWN FINANCE DIRECTOR